

VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF NORFOLK

DALE BURTON GHOLSON,

Plaintiff,

v.

IBRAHIN FLORIN

and

FLORES BOYS TRUCK LINES, L.L.C.,

Defendants.

Case No. CL 12-1294

ANSWER

Defendants Ibrahim Florin and Flores Boys Truck Lines, L.L.C., by counsel, state as follows for their Answer to the Plaintiff's Complaint:

1. Defendants admit that Flores Boys Truck Lines, L.L.C., is seasonally engaged in the business of transporting and delivering goods in the Commonwealth of Virginia, among other states. Defendants deny all remaining allegations in Paragraph 1 of the Complaint.

2. Defendants state that the 2005 International tractor was owned by Re-Born Corporation and leased to Flores Boys Truck Lines, L.L.C., which operated the tractor at the time of the accident.

3. Defendants admit the allegations in Paragraph 3 of the Complaint.

4. Defendants admit the allegations in Paragraph 4 of the Complaint.

5. Defendants admit the allegations in Paragraph 5 of the Complaint.

6. Upon information and belief, Defendants admit that Plaintiff was inside the Shore Stop convenience store at the time of this incident. Defendants have insufficient information to

admit or deny Plaintiff's activities inside the Shore Stop convenience store and call for strict proof thereof.

7. Defendants admit the allegations in Paragraph 7 of the Complaint.

8. Defendants deny the allegations in Paragraph 8 of the Complaint.

9. Paragraph 9 of the Complaint contains legal conclusions for which no response is required. To the extent such a response is required, Defendants deny the allegations in Paragraph 9 of the Complaint.

10. Defendants deny the allegations in Paragraph 10 of the Complaint, including all subparts thereto.

11. Paragraph 11 of the Complaint contains legal conclusions for which no response is required. Defendants specifically deny that Florin was negligent.

12. Defendants deny the allegations in Paragraph 12 of the Complaint.

13. Defendants deny any allegations in the Complaint not specifically admitted herein.

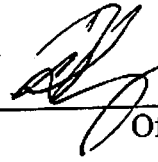
14. Defendants deny that they were guilty of any negligence or the breach of any duty they may have owed to the Plaintiff.

15. Defendants reserve the right to assert at trial any and all properly provable defenses they may have to this action and, further, reserve the right to amend their Answer accordingly if they be so advised.

WHEREFORE, for the foregoing reasons, Defendants deny they are liable to the Plaintiff in any amount whatsoever and move that this action be dismissed and the Plaintiff be ordered to pay all expenses incurred.

**IBARHIN FLORIN and
FLORES BOYS TRUCK LINES, L.L.C.**

By: _____

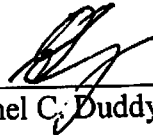


Of Counsel

Stanley P. Wellman (VSB No. 27618)
Dannel C. Duddy (VSB No. 72906)
Harman, Claytor, Corrigan & Wellman
P.O. Box 70280
Richmond, Virginia 23255
(804) 747-5200
(804) 747-6085 – facsimile

CERTIFICATE

I hereby certify that a true copy of the foregoing was mailed, postage prepaid, to Carlton F. Bennett, Esq., Bennett & Zydron, P.C., 120 South Lynnhaven Road, Suite 100, Virginia Beach, Virginia 23452, this 14th day of March, 2012.



Dannel C. Duddy